UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

Return Date: November 3, 2016
@ 10:00AM

---X

IN RE:

Dina M. Tamacas,

Debtor.

---X

Case No. 15-11108 (JLG)
Chapter 13

NOTICE OF MOTION TO APPROVE MORTGAGE LOAN MODIFICATION AGREEMENT

SIRS:

PLEASE TAKE NOTICE, the Debtor named herein, by Julius A. Rivera, Jr., Esq., her Attorney, will move before Honorable James L. Garrity, United States Bankruptcy Judge, at the Courthouse located at One Bowling Green, New York , New York 10004 on the 3rd day of November, 2016 at 10:00 o'clock in the forenoon or as soon thereafter as counsel can be heard, for an Order Approving Loan Modification Agreement and for such other and further relief as the Court deems just and proper.

PLEASE TAKE FURTHER NOTICE, that answering papers, if any, shall be served and filed at least three (3) days prior to the return date thereof.

Dated: Poughkeepsie, New York
August 8, 2016

Yours, etc.

/s/Julius A. Rivera, Jr., Esq.
JULIUS A. RIVERA, JR. ESQ.
Attorney for Debtor
309 Mill Street
Poughkeepsie, New York 12601
(845) 452-1422

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
--X

In Re:

Dina M. Tamacas,

Debtor.
--X

Return Date:
November 3, 2016 @ 10:00AM

Chapter 13
Case No. 15-11108 (JLG)

MOTION FOR APPROVAL OF MORTGAGE LOAN MODIFICATION

TO: Honorable James L. Garrity, U.S. Bankruptcy Judge

1. The Debtor filed a Chapter 13 Bankruptcy petition in this Court on April 29, 2015.

2. Ocwen Loan Servicing, LLC. claims a mortgage lien on the Debtor's real property located at 2065 Powell Avenue, Bronx, NY 10471 as evidenced by claim number 2 filed in this case.

3. Ocwen Loan Servicing, LLC. has offered to modify the mortgage loan by capitalizing the arrearages and extending the payment term. Attached is a copy of the offer.

4. The Debtor accepts this offer and respectfully requests that the Court enter an Order as attached, approving the trial modification and subsequent permanent modification of this loan. The Debtor also respectfully requests that it be directed by the Court that any claim of Ocwen Loan Servicing, LLC. or filed by Ocwen Loan Servicing, LLC., its successors or assigns, shall be disallowed in the event that their claim is not withdrawn or amended to reflect zero arrearages.

5. It is requested that the **Court Order** that nothing in the 9019 Order and modification shall affect the validity, priority or extent of the original mortgage and that the modification documents, when filed, shall be deemed filed as of the date of the original mortgage.

WHEREFORE, it is respectfully requested that the Motion of the Debtor to obtain approval from the Court of the modification of the mortgage loan be granted as well as such other and further relief as the Court deems just and proper.

Dated: Poughkeepsie, New York
August 8, 2016

/s/ Julius A. Rivera, Jr., Esq.

JULIUS A. RIVERA, JR., ESQ.
Attorney for Debtor
309 Mill Street
Poughkeepsie, New York 12601
(845) 452-1422

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
--X

In re: CHAPTER 13

Dina M. Tamacas, CASE NO. 15-11108 (JLG)

Debtor.
--X

ORDER APPROVING TRIAL LOAN MODIFICATION AGREEMENT

Upon the Motion, dated August 8, 2016 (the "Motion"), for an order pursuant to Fed. R. Bankr P. 9019 and General Order #M-413 approving the entry into and performance by the above debtor, Dina M. Tamacas (the "Debtor(s)") of a Trial Loan Modification Agreement dated August 1, 2016, a copy of which is attached hereto as **Exhibit A** hereto (the "Trial Loan Modification"), modifying, on a trial basis, the loan referred to therein and related mortgage held by Ocwen Loan Servicing, LLC. on the Debtors' residence; and there being due and sufficient notice of the Motion; and there being no opposition to the requested relief; and no additional notice of or a hearing on the Motion being required under the circumstances, and it appearing that the Trial Loan Modification is fair and reasonable and in the best interests of the Debtor, it is hereby

ORDERED, that the Motion is granted and the Debtor is authorized to enter into and perform the Trial Loan Modification, and it is further

ORDERED, that the Debtor is authorized, without the need for further Court Order, to enter into and perform any permanent modification of the foregoing loan and mortgage that is on the same or better terms than the Trial Loan Modification, and it is further

ORDERED that nothing in this Order shall affect the validity, priority or extent of the original Ocwen Loan Servicing, LLC. mortgage, and it is further

ORDERED that the modification documents, when filed, shall be deemed filed as of the date of the original mortgage, and it is further

ORDERED that any claim of Ocwen Loan Servicing, LLC., its successors or assigns, shall be disallowed in the event that the claim or amended claim fails to reflect Zero arrearages within 10 days after a permanent loan modification agreement is entered into by the parties.

Dated: New York, New York

, 2016

____

Honorable James L. Garrity

United States Bankruptcy Judge

TRIAL PERIOD PLAN

(Step One of Two-Step Documentation Process)

Loan Trial Period Plan Effective Date:	09/01/2016
Borrower ("I"):	Dina M Tamacas
Lender and/or Servicer ("Lender"):	Ocwen Loan Servicing, LLC
Loan Number:	[redacted]
Property Address ("Property"):	2065 Powell Ave Bronx, NY 10472-5211

If I comply with all of the provisions of this Trial Period Plan and my representations in Section 1 continue to be true in all material respects, then the Lender/Servicer or agent for Lender/Servicer may provide me with a Permanent Modification, as set forth in Section 3, that would amend and supplement; (1) The Mortgage/Deed of Trust on the Property, and (2) The Note secured by the Mortgage/Deed of Trust. The Mortgage/Deed of Trust and Note together, as they may previously have been amended, are referred to as the "Loan Documents". Capitalized terms used in this Plan and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan (the "Offer"). I understand that the Lender will implement a Trial Period, or will send me written notice that I do not qualify for the Offer. If I am approved for a Permanent Modification, I understand I will be provided with a document detailing the terms of the modification.

1. **My Representations.** I certify to the Lender that:

   A. I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;

   B. I live in the Property as my principal residence, and the Property has not been condemned;

   C. There has been no change in the ownership of the Property since I signed the Loan Documents;

   D. I am providing or already have provided documentation for all income that I receive (except that I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the Offer);

   E. Under penalty of perjury, all documents and information I have provided to Lender pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct;

   F. If Lender requires me to obtain credit counseling, I will do so;

   G. If I was discharged in a Chapter 7 bankruptcy case subsequent to the execution of the Loan Documents, Lender agrees that I will not have personal liability on the debt pursuant to this Plan.

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

2. **The Trial Period Plan.** On each of the following due dates, I will pay the Lender the amount set forth below, which are my "Trial Period" payments. These include payment for Escrow items (where permitted by law), including real estate taxes, insurance premiums and other fees, if any, of $552.65.

- 09/01/2016 : **$1,580.14**
- 10/01/2016 : **$1,580.14**
- 11/01/2016 : **$1,580.14**

The "Trial Period" Payment is an **estimate** of the amount I will be required to pay under the terms of the Permanent Modification, which will be finalized in accordance with Section 3 below.

During the period of the Trial Period Plan, commencing on the date of this Plan and ending on the earlier of:
(i) The first day of the month following the month in which the last "Trial Period" payment is due (the "Modification Effective Date") or
(ii) Termination of this Plan, I understand and acknowledge that:

A. TIME IS OF THE ESSENCE under this Plan;

B. Except as set forth in Section 2:C. below, the Lender will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived unless prohibited by law; however, I may continue to receive foreclosure/eviction notices-delivered by mail or in person or I may see steps being taken to proceed with the foreclosure of my home. While I may not lose my home during the evaluation, to protect my rights under applicable foreclosure law, I may need to respond to these foreclosure notices or take other actions. If I do not understand the legal consequences of the foreclosure, I understand that I am encouraged to speak to an attorney or a housing counselor for assistance;

C. During the period of the Trial Period Plan, if you have an escrow account for the payment of your taxes and insurance, your payment continues to include your monthly escrow contribution. If you have not had an escrow account in the past, your payments during the period of the Trial Period Plan will now include a payment to an escrow account, if permitted by law;

D. If my property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the Lender may foreclose if I do not make each and every "Trial Period" payment that is due before the scheduled foreclosure sale. If a foreclosure sale occurs pursuant to this Section 2.C., this agreement shall be deemed terminated;

E. The Lender will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay the oldest delinquent monthly payment, under my Note, in full. **Once the "Trial Period" payments I have made are equal to a full monthly payment under my Loan Documents, those funds will be applied to pay my oldest delinquent payment.** If there is any remaining money after such payment is applied, such remaining funds will be held by the Lender and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full;

F. If, prior to what would otherwise be the Effective Date of my Permanent Modification, I have not made all of the "Trial Period" payments required under Section 2 of this Trial Period Plan; or if the Lender determines that my representations in Section 1 are no longer true and correct, my loan will not be modified and this Trial Period Plan

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

will terminate. In the event that this occurs, the Lender will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Trial Period Plan shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me; and

G. I understand that the Trial Period Plan is not a modification of my loan and my loan will not be modified unless or until I meet all of the conditions required for modification. I understand and agree that the Lender will not be obligated or bound to modify my loan if I fail to meet any one of the requirements under this Trial Period Plan.

3. **The Modification.** I understand that once Lender is able to determine the final amounts of unpaid interest and any other delinquent amounts (except late charges) to be added to my loan balance and after deducting from my loan balance any remaining money held at the end of the Trial Period under Section 2.D. above, the Lender will determine the new payment amount. If I comply with the requirements in Section 2 and my representations in Section 1 continue to be true in all material respects, the Lender will provide a Modification Agreement for my signature, which will modify my loan as necessary to reflect this estimated payment amount provided for under my Trial Period Plan, and waive any unpaid late charges accrued to date. Upon execution of a Modification Agreement by the Lender and me, this Trial Period Plan shall terminate and the loan, as modified by the Modification Agreement, shall govern the terms between the Lender and me for the remaining term of the loan.

4. **Additional Agreements.** I agree to the following:

A. That, unless a borrower or co-borrower is deceased, all persons who signed the Loan Documents have agreed to this Plan.

B. To comply, except to the extent that they are modified by this Trial Period Plan, with all covenants, agreements, and requirements of my Loan Documents, including my agreement to make all payments of taxes, insurance premiums, mortgage insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my loan (unless prohibited by law).

C. That this Trial Period Plan constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount of taxes and hazard insurance premiums needed to fund my Escrow Account, unless prohibited by law.

D. That all terms and provisions of the Loan Documents remain in full force and effect; nothing in this Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents. The Lender and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.

E. For loans with mortgage insurance, the mortgage insurance premium may be subject to change following permanent modification. Any change would be proportionate to the modified loan amount, including any deferred balance, and will be reflected in your next escrow analysis following the Permanent Modification.

Receipt of payment matching the terms of this agreement constitutes acceptance of this offer.

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

6-814-75353-0000004-001-08-000-001-000-000

OCWEN

Ocwen Loan Servicing, LLC
WWW.OCWEN.COM
Helping Homeowners is What We Do!™

We are here to help you!
Call toll-free (800) 746-2936
Mon - Fri 8:00am - 9:00pm, Sat 8:00am - 5:00pm
Sun 9:00am - 9:00pm ET

Loan Number: [redacted]

LOSS MITIGATION ACCEPTANCE FORM

REMEMBER TIME IS OF THE ESSENCE. PLEASE DO NOT DELAY!

Based on the option(s) presented in this notice, please select the option you would like to accept. Check the desired option below, then sign and return this Loss Mitigation Acceptance Form.

You may only choose **one** option:

☒ **I want to accept the HAMP Trial Period Plan offer.**

I decline the HAMP Trial Period Plan offer. Instead, I want to accept the offer below:

☐ Conditional Short Sale

☐ Conditional Deed-in-Lieu of Foreclosure

☐ **I want to reject all options in this notice.**

IMPORTANT! You must SIGN and RETURN this form to confirm your selection by 08/04/2016.

FAILURE TO RETURN SIGNED FORM BY 08/04/2016 MAY BE DEEMED A REJECTION OF THE OFFER.

SIGN HERE [signature] Dina M Tamacas — 8/1/16 Date(MM|DD|YY)

SIGN HERE ______________ — / / Date(MM|DD|YY)

Sign and Return by Fax, Email or Mail:

Fax or Email - for fastest processing	Regular Mail
Fax: (407) 737-5693 Email: mod@ocwen.com	Ocwen Loan Servicing, LLC Attn: Home Retention Department 1661 Worthington Road, Suite 100 West Palm Beach, Florida 33409

NMLS # 1852

TAHAMP1M

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Notice of Presentment, Motion and Exhibits for approval of a Loan Modification pursuant to Federal Rule of Bankruptcy Procedure 9019(a), and Proposed Order was furnished to the following parties on the 8th day of August, 2016 by United States first-class mail or by electronic notification:

Jeffrey L. Sapir, Esq.
Chapter 13 Trustee
399 Knollwood Road, Suite 102
White Plains, New York 10603

Office Of The United States Trustee
U.S. Federal Office Building
201 Varick Street, Suite 1006
New York, NY 10014

United States Bankruptcy Court
Attn: Tracey Mercado
Ch13 Bankruptcy Specialist
One Bowling Green
New York, New York 10004-1408

Ocwen Loan Servicing, LLC.
Attn: President
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

Clarfield, Okon, Salomone & Pincus, PL
425 RXR Plaza
Uniondale, NY 11556

All Creditors on the attached list

Dated: Poughkeepsie, New York
August 8, 2016

/s/Julius A. Rivera, Jr., Esq.
Julius A. Rivera, Jr., Esq.
Attorney for Debtor
309 Mill Street
Poughkeepsie, New York 12601
(845) 452-1422

Label Matrix for local noticing
0208-1
Case 15-11108-jlg
Southern District of New York
Manhattan
Tue Aug 2 10:14:30 EDT 2016

HSBC BANK USA
Robertson, Anschutz & Schneid, P.L.
6409 Congress Ave
Suite 100
Boca Raton, FL 33487-2853

Ocwen Loan Servicing, LLC, as servicer for H
Clarfield, Okon, Salomone & Pincus, P.L.
425 RXR Plaza
Uniondale, NY 11556-3811

United States Trustee
Office of the United States Trustee
U.S. Federal Office Building
201 Varick Street, Room 1006
New York, NY 10014-9449

Manhattan Division
One Bowling Green
New York, NY 10004-1415

CAP1/SEAMN
90 CHRISTIANA ROAD
NEW CASTLE, DE 19720-3118

CHASE CARD
201 N. WALNUT ST//DE1-1027
WILMINGTON, DE 19801-2920

CHASE MTG
P.O. BOX 24696
COLUMBUS, OH 43224-0696

CITIBANK/THE HOME DEPOT
CITICORP CREDIT SRVS/CENTRALIZED BANKRUP
PO BOX 790040
SAINT LOUIS, MO 63179-0040

COMENITY BANK/ANN TAYLOR
ATTENTION: BANKRUPTCY
PO BOX 182686
COLUMBUS, OH 43218-2686

DSNB MACYS
PO BOX 8218
MASON, OH 45040-8218

EMERGE/FNBO
PO BOX 105555
ATLANTA, GA 30348-5555

GECRB/ OLD NAVY
ATTENTION: GEMB
PO BOX 103104
ROSWELL, GA 30076-9104

GECRB/BANANA REPUBLIC
ATTN: BANKRUPTCY
PO BOX 103104
ROSWELL, GA 30076-9104

GECRB/JC PENNY
ATTENTION: BANKRUPTCY
PO BOX 103104
ROSWELL, GA 30076-9104

GECRB/PC RICHARD
ATTN: BANKRUPTCY
PO BOX 103104
ROSWELL, GA 30076-9104

Law Offices of Julius A. Rivera, Jr.
309 Mill Street
Poughkeepsie, NY 12601-3115

NISSAN MOTOR ACCEPTANC
PO BOX 660360
DALLAS, TX 75266-0360

OCWEN LOAN SERVICING L
12650 INGENUITY DR
ORLANDO, FL 32826-2703

Ocwen Loan Servicing, LLC
Attn Bankruptcy Department
P.O. BOX 24605
West Palm Beach, FL 33416-4605

Ocwen Loan Servicing, LLC
as servicer for HSBC Bank, USA, N.A.
Clarfield, Okon, Salomone & Pincus, P.L.
425 RXR Plaza
Uniondale, New york 11556-3811

ROBERTSON, ANSCHUTZ & SCHNEID, P.L.
ATTORNEYS FOR HSBC BANK USA
BANKRUPTCY DEPARTMENT
6409 CONGRESS AVE., SUITE 100
BOCA RATON, FL 33487-2853

RSHK/CBSD
ATTN.: CITI CENTRALIZED BANKRUPTCY
PO BOX 20363
KANSAS CITY, MO 64195-0363

SEARS/CBNA
PO BOX 6189
SIOUX FALLS, SD 57117-6189

Dina M. Tamacas
2065 Powell Avenue, #1
Bronx, NY 10472-5211

Jeffrey L. Sapir-13
As Chapter 13 and 12 Trustee
399 Knollwood Road
Suite 102
White Plains, NY 10603-1936

Julius A. Rivera Jr.
309 Mill Street
Poughkeepsie, NY 12601-3115

End of Label Matrix	
Mailable recipients	26
Bypassed recipients	0
Total	26